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TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1936 7

No. ~~785~~ 11

THE UNITED STATES OF AMERICA, PETITIONER

vs.

ANGIE CROOK WILLIAMS

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED MARCH 9, 1937
CERTIORARI GRANTED APRIL 26, 1937

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1936

No. 795

THE UNITED STATES OF AMERICA, PETITIONER

vs.

ANGIE CROOK WILLIAMS

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

INDEX

	Original	Print
Record from D. C. U. S., Northern District of Illinois	1	1
Placita [omitted in printing]	1	1
Declaration	2	1
Answer	5	3
Reply	7	4
Judgment	10	6
Findings of fact and conclusions of law	11	7
Bill of exceptions	14	9
Caption	14	10
Stipulation of facts	15	10
Testimony of—		
Roy W. Johns	16	11
Roland E. Williams	19	14
Angie Crook Williams	22	16
Plaintiff's exhibits:		
No. 1—Letter, Aug. 27, 1921, Assistant Director to Dickson	22	16
No. 2—Letter, May 20, 1932, Assistant Administrator to Hon. J. Hamilton Lewis	23	17
No. 3—Letter, Oct. 25, 1921, Director to Hon. E. W. Sproul	24	17
No. 4—Letter, Apr. 21, 1932, Assistant Administrator to Hon. J. Hamilton Lewis	25	18
No. 5—Letter, Nov. 5, 1932, Administrator to Angie C. Williams	26	19
No. 6—Affidavit of Angie Crook Williams in support of insurance claim	26	19

	Original	Print
Record from D. C. U. S., Northern District of Illinois—Continued.		
Bill of exceptions—Continued.		
Motion to strike testimony	27	20
Defendant's requested findings of fact and conclusions of law at conclusion of plaintiff's evidence and denial of same	27	20
Government's exhibits:		
No. 1—(Summary of) Discontinuance of insurance premium	28	21
No. 2—(Summary of) Affidavit of Roland D. Williams	29	22
No. 3—(Summary of) Certified copy of record papers from Secretary of the Navy	28	21
No. 3-A—Letter, Nov. 5, 1932, Administratod to Mrs. Angie C. Williams	30	22
Defendant's request for findings of fact and conclusions of law at conclusion of all evidence, and denial of same	30	23
Order settling bill of exceptions	34	25
Petition for appeal	35	26
Assignment of errors	36	26
Order allowing appeal	38	28
Orders extending time for filing bill of exceptions, etc	38	28
Stipulation as to record	39	29
Certificate of clerk [omitted in printing]	40	29
Citation and service [omitted in printing]	41	29
Clerk's certificate [omitted in printing]	43	29
Proceedings in U. S. C. C. A., Seventh Circuit	44	29
Caption [omitted in printing]	44	29
Motion to dismiss appeal	45	30
Order extending time, continuing motion to dismiss, etc	47	31
Recital as to refiling of record	47	31
Minute entry of argument and submission	48	31
Opinion, Lindley, J	49	32
Judgment	53	33
Recital as to insuance of mandate	53	33
Clerk's certificate [omitted in printing]	54	35
Order allowing certiorari	55	35

1 [Placita omitted.]

2 In United States District Court, Northern District of Illinois, Eastern Division

No. 41493

ANGIE CROOK WILLIAMS

vs.

UNITED STATES OF AMERICA

Declaration

Filed Nov. 9, 1932

Comes now the plaintiff and for cause of action against the defendant, complains and alleges:

I

That the plaintiff is a resident of Cook County, State and District of Illinois, United States of America.

II

That the defendant is the United States of America and that this action is brought and prosecuted under authority provided by an Act entitled "An Act providing for the bringing of Suits Against the United States, amended March 3, 1887, as amended," and Section 19 of the World War Veterans' Act.

III

That heretofore on the 13th day of January, 1919, Benson Charles Williams enlisted in the military service of the United States.

3 That thereafter on the ------ day of ----------, 1919, upon application of said Benson Charles Williams, he being then and there in the military service of the defendant, there was issued to him by defendant a certificate of War Risk Insurance whereby and in consideration of the premiums paid and to be paid by said Benson Charles Williams said defendant obligated itself to pay to said Benson Charles Williams, among other things, in the event of total and permanent disability incurred during the life of said insurance contract, or, in case of death, to his beneficiary, plaintiff herein, the sum of $10,000.00 in monthly installments of $57.50 each, commencing at the date of disability or death and continuing as long as said disability existed or until there had been paid 240 of said monthly payments. That said policy of insurance was never delivered to said Benson Charles Williams, or if same were delivered to him the same has been lost.

IV

That while in the military service of the United States, and while said certificate of insurance was in full force and effect, said Benson Charles Williams was lost at sea and was officially declared dead by the United States of America, defendant, as of June 30, 1921; that by the terms of said contract of insurance, and because of said death, said defendant became obligated to pay to and is indebted to plaintiff as beneficiary under said policy of insurance, the sum of $57.50 per month from the said 30th day of June 1921 until there has been paid to plaintiff herein a total of 240 of said monthly payments.

V

That said Benson Charles Williams, during his lifetime, did pay all the premiums on his part to be paid under said certificate of insurance, and did perform all the covenants and agreements by him to be performed under said contract of insurance and said certificate of insurance is now, and has ever since the _____ day of _____, 1919, in full force and effect and since said 30th day of June 1921 has been matured because of said death of said Benson Charles Williams, as aforesaid.

4

VI

Plaintiff further alleges that said Benson Charles Williams was officially declared dead by the United States of America as of June 30, 1931, and that because of said death said certificate of insurance matured and became due and payable to this plaintiff, as beneficiary therein, in the sum of $57.50 per month from said 30th day of June 1921. That during the year 1924, and again on or about June 30, 1931, plaintiff made written demand upon said defendant through its Veterans' Bureau for the payment of said War Risk Insurance and that the said defendant took said claim under consideration and rendered a final decision and rejection thereof on or about the 7th day of November 1932, at which time there was a disagreement between said plaintiff and said Veterans' Bureau as to the payment of said insurance and that said disagreement still exists. That by reason of said demand and final rejection, as above alleged, the Statute of Limitations would not bar the bringing of this action until after the filing of this suit.

Wherefore plaintiff prays for judgment against the defendant as follows:

First. That said defendant be ordered and directed to pay to said plaintiff, as beneficiary under the aforesaid policy of insurance, the sum of $57.50 per month from the said 30th day of June 1921 and to continue paying the said sum of $57.50 per month until a total of 240 of said monthly payments have been made, pursuant to the terms and provisions of the insurance policy heretofore mentioned.

Second. For the costs of this action and all other just and proper relief.

W. J. DOYLE and FRANK C. WADE,
Attorney for Plaintiff.

[*Duly sworn to by Angie Crook Williams, jural omitted in printing.*]

5 In United States District Court

Answer

Filed April 5, 1935

Comes now the defendant and files its answer to the declaration of

I

Defendant being without information or belief as to the residence of the plaintiff respectively prays that proper proof be made thereon.

II

The defendant admits that this law suit is brought under and by reason of the provisions of the World War Veterans' Act 1924, as amended.

III

The defendant admits that Benson Charles Williams was inducted into the Naval Service of the United States on January 13, 1919. The defendant further admits that on January 13, 1919, the said Benson Charles Williams applied for and there was issued to him by the defendant a contract of War Risk Term Insurance which provided that so long as the contract was kept in force by reason of the payment of the monthly premiums thereon, the defendant would pay to the said Benson Charles Williams the sum of $57.50 (Fifty Seven Dollars and Fifty Cents) per month if he became totally and permanently disabled, and would pay a like sum to his
6 designated beneficiary if the said insured died while said contract remained in full force and effect.

IV

The defendant denies that the said Benson Charles Williams ever became totally and permanently disabled. The defendant admits that the said Benson Charles Williams was lost at sea on the U. S. S. "Conestoga" which left San Francisco on March 25, 1921, with the said Benson Charles Williams abroad. The defendant admits that said insured was lost at sea and officially declared to be dead by the United States Navy Department as of June 30, 1921. The defendant denies that it became obligated to pay to, or indebted to the plaintiff or any other persons under said contract of insurance in the sum of